

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

OPERATING ENGINEERS LOCAL 66,
AFL-CIO AND CONSTRUCTION
INDUSTRY COMBINED FUNDS, INC.,

2:20-CV-01995-CCW-CRE

Plaintiff,

v.

EAST COAST PAVING & SEAL
COATING, INC., BARBARA S. HASSON,
BARRY MILES,

Defendants.

OPINION

Before the Court is Plaintiff Operating Engineers Local 66, AFL-CIO and Construction Industry Combined Funds, Inc.'s (together "Plaintiff") Motion for Default Judgment against Defendants East Coast Paving & Seal Coating, Inc. and Barry Miles. ECF No. 34.

On December 23, 2020, Plaintiff filed the Complaint against Defendants East Coast Paving & Seal Coating, Inc. ("East Coast Paving"), Barbara Hasson, and Barry Miles. ECF No. 1. The Court affirmed Chief Magistrate Judge Eddy's Report and Recommendation with certain modifications as to a Motion for Default Judgment against Defendant Hasson on June 10, 2021. ECF No. 24. Plaintiff served Defendants East Coast Paving & Seal Coating, Inc. and Barry Miles on July 19, 2021. ECF Nos. 30, 31. Plaintiff requested that the Clerk enter default against Defendants East Coast Paving & Seal Coating, Inc. and Barry Miles on August 17, 2021. ECF No. 32. The Clerk entered default against Defendants East Coast Paving & Seal Coating, Inc. and Barry Miles on August 18, 2021. ECF No. 33. On September 8, 2021, Plaintiff moved for default

judgment against Defendants East Coast Paving & Seal Coating, Inc. and Barry Miles. ECF No. 34.

Under Federal Rule of Civil Procedure 55(a), the clerk may enter judgment against a party where the plaintiff's claim is for a sum certain or a sum that can be made certain by computation and the plaintiff submits an affidavit showing the amount due. Fed. R. Civ. P. 55(a).

Here, Plaintiff seeks a sum certain, or a sum that can be made certain by computation, and submitted an adequate affidavit showing that they are entitled to the judgment amount of \$88,331.05 for Count 1 against Defendant East Coast Paving & Seal Coating, Inc. a/k/a East Coast Paving & Sealcoating, Inc., \$83,314.82 for Count II against Defendant Barry Miles and \$4,945.16 for Count III against Defendant Barry Miles. ECF No 34-1.

Based on the record before it, the Court grants Plaintiff's Motion for Default Judgment as follows:

Count I

Principal per Paragraph 10 of Complaint	\$54,064.22
Interest through December 23, 2020 per Paragraph 10 of Complaint	\$12,137.26
Interest from December 24, 2020 through August 31, 2021 (250 days at \$17.77 per day) per Paragraph 10	\$4,442.50
Liquidated Damages per Paragraph 10	\$1,031.57
SUBTOTAL for Count I	\$71,675.55
	\$527.00
Costs per Paragraphs 11 and 12 of Attorney Leech's Declaration, ECF No. 35-1.	

Attorneys' Fees Per Paragraphs 10 and 12 of Attorney Leech's Declaration, ECF No. 35-1.	\$16,128.50
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TOTAL	\$88,331.05
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Count II

Principal per Paragraph 26 of the Complaint	\$50,279.72
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Interest through December 23, 2020 per Paragraph 26 of the Complaint	\$11,287.65
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Interest from December 24, 2020 through August 31, 2021 (250 days at \$16.53 per day) per Paragraph 26 of the Complaint	\$4,132.58
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Liquidated damages per Paragraph 26 of the Complaint	\$959.36
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SUBTOTAL for Count II	\$66,659.31¹
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	\$527.00
Costs per Paragraphs 11 and 12 of Attorney Leech's Declaration, ECF No. 35-1.	

Attorneys' Fees Per Paragraphs 10 and 12 of Attorney Leech's Declaration, ECF No. 35-1.	\$16,128.50
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TOTAL	\$83,314.81
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Count III

Principal per Paragraph 34 of the Complaint	\$3,784.50
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Interest through December 23, 2020 per Paragraph 36 of the Complaint	\$849.61
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¹ The Court notes a rounding error in Motion and has rectified the error. ECF No. 34 at ¶17.

Interest from December 24, 2020 through August 31, 2021 (250 days at \$1.24 per day) per Paragraph 36 of the Complaint	\$311.05
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SUBTOTAL for Count III	\$4,954.16
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The Court also awards additional interest from August 31, 2021 until the date of this Opinion: (1) at the rate of 1% per month or \$17.77 per day for Count I against Defendant East Coast Paving & Seal Coating, Inc. a/k/a East Coast Paving & Sealcoating, Inc.; (2) at the rate of 1% per month or \$16.53 per day for Count II against Defendant Barry Miles; (3) and at the rate of 1% per month or \$1.24 per day for Count III against Defendant Barry Miles.

DATED this 13th day of September, 2021.

BY THE COURT:

/s/ Christy Criswell Wiegand
CHRISTY CRISWELL WIEGAND
United States District Judge

cc (via ECF email notification):

All Counsel of Record